

BENEDICT O'MAHONEY (Bar No.152447)
TERRA LAW
177 Park Avenue, Third Floor
San Jose, California 95113
Telephone: 408-299-1200
Facsimile: 408-998-4895
Email: bomahoney@terralaw.com

JONATHAN T. SUDER (*Pro Hac Vice To Be Filed*)
CORBY R. VOWELL (*Pro Hac Vice To Be Filed*)
TODD I. BLUMENFELD (*Pro Hac Vice To Be Filed*)
FRIEDMAN, SUDER & COOKE
Tindall Square Warehouse No. 1
604 East 4th Street, Suite 200
Fort Worth, Texas 76102
Telephone: (817) 334-0400
Facsimile: (817) 334-0401
Email: jts@fsclaw.com
Email: vowell@fsclaw.com
Email: blumenfeld@fsclaw.com

Attorneys for Plaintiff
SOFTVAULT SYSTEMS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SOFTVAULT SYSTEMS, INC.,

Plaintiff,

vs.

LANDIS+GYR INC.,

Defendant.

CASE NO.

**COMPLAINT FOR INFRINGEMENT
OF U.S. PATENT NOS. 6,249,868 AND
6,594,765**

JURY TRIAL DEMANDED

Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant
LANDIS+GYR INC., alleging as follows:

THE PARTIES

1. Plaintiff SOFTVAULT SYSTEMS, INC. ("SoftVault") is a corporation organized
and existing under the laws of the State of Washington with its principle place of business in the
State of Washington.

1 SYSTEMS.” A true and correct copy of the ‘765 Patent is attached hereto as Exhibit B and
2 made a part hereof.

3 7. The ‘868 Patent and the ‘765 Patent are sometimes referred to herein collectively
4 as “the Patents-in-Suit.”

5 8. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to
6 a method and system of remotely enabling and disabling electronic, mechanical, and
7 electromechanical devices and systems, such as for example a computer system, an electricity
8 meter containing a computer system, or an energy system. Specifically, certain claims of the
9 ‘868 and ‘765 Patents disclose the utilization of embedded agents within system components to
10 allow for the enablement or disablement of the system component or device in which the agent is
11 embedded. The invention disclosed in the Patents-in-Suit discloses a server that communicates
12 with the embedded agent through the use of one or more handshake operations to authorize the
13 embedded agent. When the embedded agent is authorized by the server, it enables the device or
14 component, and when not authorized the embedded agent disables the device or component.

15 **FIRST CLAIM FOR RELIEF**

16 **(Patent Infringement)**

17 9. SoftVault repeats and realleges every allegation set forth above.

18 10. SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce
19 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the
20 right to prosecute this action.

21 11. Upon information and belief, Landis+Gyr is liable under 35 U.S.C. §271(a) for
22 direct infringement of the Patents-in-Suit because it manufactures, makes, has made, uses,
23 practices, imports, provides, supplies, distributes, sells, and/or offers for sale products and/or
24 systems that practice one or more claims of the Patents-in-Suit.

25 12. More specifically, Landis+Gyr, through its GridStream system, including its
26 Remote Service Connection software, and Focus Smart Meter product offerings, infringes the
27 Patents-in-Suit because it makes, uses, sells, and offers for sale products and systems that include
28 the capability to remotely enable and disable a computer-based electricity, gas, or water meter.

1 Landis+Gyr's Smart Meter offerings have the ability to enable or disable the operation of a
2 Smart Meter through an authorization process performed by an embedded agent within the Smart
3 Meter and a remote server. By way of example only, Landis+Gyr's GridStream System,
4 including its Remote Service Connection software, operating with Smart Meters such as the
5 Focus models of meters, at a minimum, in the past directly infringed and continues to directly
6 infringe at least claim 44 of the '868 Patent, as well as at least claims 9 and 15 of the '765 Patent.

7 13. Landis+Gyr's GridStream system, including its Remote Service Connection
8 software, includes the capability to enable or disable Smart Meters such as the Focus models of
9 meters. The Focus meters include software, containing an agent, that is installed and embedded
10 within the Smart Meter and communicates with a server. This communication includes a series
11 of message exchanges constituting a handshake operation between the server and the Smart
12 Meter. When the agent is authorized by the server, it will connect/reconnect the Smart Meter and
13 allow it to supply electricity to the house or building to which it is attached. When the agent is
14 not authorized by the server, the Smart Meter is remotely disconnected and disabled such that it
15 cannot supply electricity to the house or building.

16 14. Landis+Gyr has actual notice of the Patents-in-Suit at least as early as the filing of
17 this Complaint.

18 15. SoftVault has been damaged as a result of Landis+Gyr's infringing conduct.
19 Landis+Gyr is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for
20 Landis+Gyr's infringement, which, by law, cannot be less than a reasonable royalty, together
21 with interest and costs as fixed by this Court under 35 U.S.C. § 284.

22 **PRAYER FOR RELIEF**

23 SoftVault requests that the Court find in its favor and against Landis+Gyr, and that the
24 Court grant SoftVault the following relief:

- 25 a. Judgment that one or more claims of the Patents-in-Suit have been infringed,
26 either literally and/or under the doctrine of equivalents, by Landis+Gyr;
27
28

- ## JURY DEMAND

DATED: December 10, 2014.

Benedict O'Mahoney
(Bar No.152447)
TERRA LAW
177 Park Avenue, Third Floor
San Jose, California 95113
Telephone: 408-299-1200
Facsimile: 408-998-4895
Email: bomahoney@terralaw.com
Attorney for Plaintiff
SOFTVAULT SYSTEMS, INC.

Of Counsel:

Jonathan T. Suder
Corby R. Vowell
Todd Blumenfeld
FRIEDMAN, SUDER & COOKE
Tindall Square Warehouse No. 1
604 East 4th Street, Suite 200
Fort Worth, Texas 76102
Telephone: (817) 334-0400
Facsimile: (817) 334-0401
Email: jts@fsclaw.com
Email: blumenfeld@fsclaw.com
Email: vowell@fsclaw.com

4839-4194-1793, v. 1